

JULIO GARZA
NATIONAL OILWELL VARCO V. GARZA

July 09, 2022

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UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT COURT OF TEXAS
HOUSTON DIVISION

NATIONAL OILWELL VARCO, L.P.,)	
Plaintiff,)	
VS)	Case No.
JULIO GARZA,)	4:22-CV-02006
Defendant.)	

VIDEOTAPED ORAL DEPOSITION OF JULIO GARZA
JULY 9, 2022

REPORTED BY:

Lisa J. Brannon, CSR, RPR, CRR

EXHIBIT

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1 VIDEOTAPED ORAL DEPOSITION OF JULIO GARZA,
2 produced as a witness at the instance of the
3 Plaintiff, and duly sworn, was taken in the
4 above-styled and above-numbered cause on the 9th
5 day of July, 2022, from 9:03 a.m. to 12:20 p.m.,
6 before Lisa J. Brannon, CSR, RPR, CRR, reported
7 by machine shorthand via Zoom, pursuant to the
8 Federal Rules of Civil Procedure and the
9 provisions stated on the record.

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A P P E A R A N C E S

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ALSO PRESENT:

Barrett Parker, videographer

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1 Q. (BY MR. LAPP) So you don't dispute in
2 this case that some of the information that you
3 took with you when you left NOV is company
4 confidential information.

5 MR. ISRAEL: Object to form.

6 A. According to the definition, yes.

7 Q. (BY MR. LAPP) So you don't dispute
8 that.

9 A. No, according to definition.

10 Q. So what you're disputing is the
11 definition, not the fact that you took the
12 information; is that right?

13 A. Correct.

14 Q. Okay. So if, in fact, it turns out in
15 this case that NOV's definition squares up with
16 the legal definition, your quibble would go away,
17 would it not?

18 MR. ISRAEL: Object to form.

19 A. I would have to think about it. I'm
20 not a lawyer, sir, so it's hard for me to make
21 that judgment.

22 Q. (BY MR. LAPP) Okay. And I'm not
23 asking you to make that judgment. I'm asking you
24 to answer the question. The question is that if
25 it turns out that NOV's definition, as you recall

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1 it, on the intellectual property and
2 confidentiality agreement that you signed squares
3 up with the legal definition of confidential
4 information, you agree that you then took
5 confidential information from NOV, correct?

6 MR. ISRAEL: Object to form.

7 A. I would have to agree, yeah.

8 Q. (BY MR. LAPP) You didn't tell anybody
9 at NOV, Mr. Whitnell, or anybody else, that you
10 were taking that information when you left, did
11 you?

12 A. No.

13 Q. You didn't seek permission from NOV to
14 take that information, did you?

15 A. No.

16 Q. When you realized that you had that
17 information and that NOV didn't think that was a
18 very good idea, you didn't take any steps to try
19 to give it back, did you?

20 A. I didn't think about it, sir. It was
21 information on my thumb drive. It was still
22 within my possession and it was still
23 confidential because it was not shared.

24 Q. Now, in fact, you plugged one or two
25 thumb drives that you took with you from NOV into